

to take the steps necessary to provision unbundled loops promptly and accurately. ACSI's actions had no material effect on BellSouth's fulfillment of ACSI's loop orders.

First, there is no merit to the suggestion that the disruptions occurred because ACSI did not follow BellSouth ordering procedures or repeatedly supplemented its orders.

BellSouth never clearly defined the required ordering processes and frequently changed required forms or modified its requirements without giving notice to ACSI. Renner Dec. ¶ 16. In fact, critically, BellSouth initially did not have automated procedures, for all of ordering functions, and orders were submitted by facsimile, with a single customer order often requiring as many as five separate forms. *Id.* This lack of electronic interfaces, and the limited functionality of such interfaces once the BD-Telis system became available, was a primary contributing factor to the ordering problems. With such complicated and constantly evolving ordering procedures, some supplementation was inevitable.<sup>11</sup>

Moreover, many of the alleged ACSI problems likely are reflections of BellSouth's own inconsistency in processing orders submitted to it.

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<sup>11</sup> BellSouth's claim that ACSI did not give 48 hours notice also is unavailing. In fact, ACSI submitted orders with a requested due date and BellSouth responded with a Firm Order Confirmation ("FOC") specifying in writing the date *and time* in which the cutover would take place. The FOC satisfies the Interconnection Agreement's requirement that the parties agree on a cutover time, and no further communications were necessary to establish a start time. See Direct Testimony of Nancy L. Murrah (Ga. PSC Docket No. 7212-U), attached as App. 16.

Thus, the fact that ACSI supplemented some orders is just as likely to be the result of BellSouth's own inconsistencies as any alleged error by ACSI.

Second, BellSouth has not demonstrated that joint testing of its order processing procedures would have had any material effect on its ability to provision unbundled loops correctly. BellSouth has had several months of actual practice with ACSI, and it still has not demonstrated it can process more than a handful of unbundled loop orders at a time. Even for unbundled loops provisioned as recently as late April, BellSouth still is routinely cutting customers over in unreasonably long intervals. See Stipe Rebuttal Testimony, App. 3. BellSouth's actual practice gives no reason to believe that a period of joint testing would have had any appreciable impact on the ACSI orders.

Finally, the alleged stenciling problem with ACSI's collocation equipment is a red herring. Although BellSouth claims that it discovered an error in the labels (stencils) on ACSI's collocated frame termination equipment,<sup>12</sup> there is no evidence that this alleged error caused any actual delay in BellSouth's fulfillment of ACSI's initial loop orders.

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<sup>12</sup> BellSouth claims the equipment had termination points labelled "Cable" and "Pair" rather than "TOTIE."

Moreover, the alleged stenciling error is wholly unrelated to BellSouth's failure to provision SPNP coincident with the unbundled loop, and therefore provides no explanation of those failures. It also provides us explanation for BellSouth's continuing failure to meet its contracted cutover obligations months after this unrelated problem was corrected.

**C. BellSouth was Obligated to Fulfill ACSI's Orders**

BellSouth claims as an affirmative defense that the parties had not agreed to an implementation schedule before ACSI began submitting orders. This claim is factually false, and in any event has been waived by BellSouth's actions in response to ACSI's orders.

Immediately after completing the Interconnection Agreement, ACSI worked in close cooperation with BellSouth to prepare for operations under the Agreement.<sup>13</sup> ACSI worked with each of the BellSouth employees that had been designated as substantive contacts on implementation issues in order to address all necessary issues, including, network trunking, loop provisioning and SPNP processes, settlement and billing, and operator services, directory assistance and 911 coordination. *Supra*, pp. 8-11. In addition, in August 1996, ACSI and BellSouth engaged in a two-day face-to-face conference at ACSI headquarters to address call processing, traffic exchange and billing processes.<sup>14</sup> *Id.* This meeting was followed up with a conference call one week later to focus specifically on BellSouth LCSC processes for ordering and provisioning interim number portability and unbundled local loops. *Id.*

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<sup>13</sup> Indeed, in some cases these discussions began prior to completion of the formal agreement. See p. 8, *supra*.

Moreover, ACSI gave BellSouth a specific schedule identifying the order of its planned rollout in BellSouth territory. ACSI and BellSouth agreed that implementation would proceed initially in Columbus, Georgia, followed closely by Montgomery, Alabama and Louisville, Kentucky.<sup>15</sup> *Supra*, pp. 10-11. This schedule was continually revised as events dictated, but always with the intention that implementation would proceed as quickly as possible. *Id.*

This course of dealing satisfies Section XVIII of the Interconnection Agreement. The parties "adopt[ed] a schedule for the implementation of this Agreement" which called for implementation first in Columbus, Georgia, and then in two other cities. Implementation was scheduled to begin as soon as possible, and the schedule was constantly revised as they moved closer to actual implementation. In fact, not only did BellSouth agree to an implementation schedule for Columbus, Georgia, but BellSouth had actual notice of ACSI's imminent orders at least     days prior to attempting to fulfill ACSI's initial loop orders and  
*Supra*, p. 12. The parties clearly agreed on when the Agreement would be implemented; BellSouth simply failed to live up to its end of the commitment.

BellSouth's claim at best amounts to a complaint that the parties had not reduced their schedule to a formal document and attached it as an addendum to the Interconnection Agreement. But BellSouth waived any right it may have had to stand on this formality when it accepted without protest ACSI's orders and attempted -- albeit unsuccessfully -- to fulfill them. BellSouth's own witnesses confirm that its customary practice upon receipt of orders

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<sup>15</sup> Ultimately, ACSI initiated service in Columbus, Georgia in November 1996, in Montgomery in February 1997 and in Louisville in April 1997. Renner Dec. ¶¶ 7-8.

is to re-negotiate a requested due date if it is determined that the order cannot be fulfilled in the requested period. Testimony of Alphonso Varner, on behalf of BellSouth Telecommunications, Inc., p. 92, lines 17-20 (Ga. PSC Docket 6863-U, filed Feb. 24, 1997). Yet BellSouth did *not* do that here when ACSI began submitting its unbundled loop orders in November 1996. BellSouth Response to ACSI Interrogatory No. 16, App. 6. In fact, despite a continuing flow of unbundled loop orders from ACSI, BellSouth has to date not requested any further formalization of the implementation schedule developed between the companies. BellSouth could have — and should have — rejected ACSI's November orders or negotiated a much later due date if it believed that a written implementation schedule was a prerequisite to ACSI's submission of orders. Indeed, BellSouth had notice at least as early as \_\_\_\_\_ days before it attempted to provision unbundled loops to ACSI — that live orders were imminent. It could have asked ACSI for a formal, written schedule at anytime after \_\_\_\_\_ if it believed such a step was necessary. Instead, it chose to \_\_\_\_\_ By its failure to request an addendum after receiving notice ACSI would be submitting orders and by its acceptance (and attempted installation) of ACSI's orders, BellSouth implicitly agreed that no formal addendum was required. It therefore has waived by its actions any right to object on the ground that a formal document had not been prepared.

#### **IV. BELLSOUTH'S FAILURES VIOLATE SECTION 251 OF THE COMMUNICATIONS ACT, AS AMENDED**

##### **A. BellSouth has Failed to Provide ACSI with Unbundled Loops Consistent with Section 251(c)(3) of the Act**

Section 251(c)(3) requires BellSouth to provide ACSI nondiscriminatory access to unbundled network elements on rates, terms and conditions that are just, reasonable and nondiscriminatory. 47 U.S.C. § 251(c)(3). The provisioning of unbundled loops as network elements is required by the Commission's rules and by the parties' Interconnection Agreement. See 47 C.F.R. § 51.319(a); Interconnection Agreement, Section IV. Moreover, BellSouth is obligated to provision unbundled loops in a timeframe that is at a minimum no less favorable than BellSouth provides such elements to itself. 47 C.F.R. § 51.313(b). It also is obligated by the Interconnection Agreement to provision unbundled loops within a 5 minute time interval and to coordinate such cutovers with ACSI in order to minimize any customer disruption. Section IV.D.

As shown above, BellSouth has refused or failed to provide access to unbundled loops in accordance with these standards. Accordingly, BellSouth's actions are in violation of Section 251(c)(3) of the Act.

##### **B. BellSouth has Failed to Provide Interconnection to ACSI Equal to that it Provides to Itself**

Sections 251(c)(2) and (c)(3) require BellSouth to provide interconnection for the transmission and routing of telephone exchange traffic and to provide access to unbundled elements of its network. Access to an unbundled element necessarily requires an interconnection arrangement between the carriers in order to obtain access to the element. *Interconnection Order* ¶ 269. For that reason, the Commission concluded that, independent of an incumbent LEC's obligation under Section 251(c)(2), it must make interconnection

available for the purpose of accessing unbundled elements. *Id.* In other words, interconnection arrangements required under Section 251(c)(3) are broader than interconnection under Section 251(c)(2). *See, id.* ¶ 270 ("If we were to conclude that "access" to unbundled elements under subsection(c)(3) could only be achieved by means of interconnection under subsection (c)(2), we would be limiting, in effect, the uses to which unbundled elements may be put"). For example, an incumbent LEC must offer interconnection under Section 251(c)(3) suitable to allow a CLEC to access its LIDB database or to access signalling transfer points (STPs), even though such arrangements arguably are not the type of interconnection required under Section 251(c)(2).

In the present case, the interconnection ACSI needs to access BellSouth's unbundled loops also is a form of interconnection required under Section 251(c)(2). Interconnection of ACSI's switches and other equipment to BellSouth's unbundled loops is necessary in order to transmit and route local exchange traffic, among other things. BellSouth has refused or failed to permit ACSI to interconnect its equipment for such purposes on terms and conditions that are just and reasonable and in accordance with the Interconnection Agreement. By unreasonably delaying the provisioning of unbundled loops and failing to install SPNP, BellSouth has denied ACSI the ability to interconnect its equipment to BellSouth's network and has denied it the ability to transmit and route local exchange and exchange access traffic over those facilities. This refusal or failure is in violation of Section 251(c)(2) of the Act.

**C. BellSouth has Failed to Provide Interconnection in Accordance with the Interconnection Agreement**

Section 251(c)(2) requires that interconnection be provided "in accordance with the terms and conditions of [an interconnection] agreement." 47 U.S.C. § 251(c)(2)(D). The parties' Interconnection Agreement sets forth the terms and conditions upon which BellSouth will permit ACSI to interconnect to BellSouth's unbundled loop facilities. As shown above, BellSouth refused or failed to provide such access in accordance with the Agreement. Therefore, BellSouth's actions violate Section 251(c)(2) of the Act.

**D. BellSouth's Failure to Prepare to Provision Loop Orders on a Timely Basis Was Unjust and Unreasonable**

Section 201(b) requires that the practices of all common carriers be "just and reasonable." 47 U.S.C. § 201(b). There is overwhelming evidence that over a year after the 1996 Act became law, and more than seven months after the Interconnection Agreement was executed, BellSouth still had not dedicated resources to its LCSCs sufficient to ensure reasonably timely and accurate loop order processing. ACSI signed the Interconnection Agreement, and established its switched services business, in reliance upon the commitments made by BellSouth that it would provision loop orders in accordance with the contract terms and FCC regulations. BellSouth's practice in failing to prepare as required to actually install unbundled loops was not just and reasonable.

**V. BELLSOUTH VIOLATED ITS OBLIGATION TO NEGOTIATE AND DEAL WITH ACSI IN "GOOD FAITH"**

ACSI's Interconnection Agreement was one of the first such agreements BellSouth reached under the framework of the 1996 Act. It sets forth explicit standards that BellSouth



will meet for the provisioning and service quality of unbundled loops. The commitments are objective and well-defined:

**With respect to order processing:**

- Order processing will be "mechanized" and "substantially similar" to special access procedures (Section IV.C.2).
- "Automated interfaces" will be provided to allow ACSI to determine service availability on loops, confirm order acceptance, and determine ongoing order status (Section IV.C.2).

**With respect to loop provisioning:**

- Installation intervals will be equivalent to that which BellSouth provides to its own customers (Section IV.D.1).
- BellSouth will coordinate with ACSI to establish a 30-minute cutover window for the work to begin, work will be performed within a standard time frame expected to be 5 minutes, and BellSouth will waive installation charges if the work takes longer than 15 minutes (Sections IV.D.2-3, 6).
- If ACSI also orders SPNP as part of the loop installation, "BellSouth will coordinate the implementation of SPNP with the loop installation" (Section IV.D.8).

**With respect to service quality:**

- BellSouth will provision network elements with the same installation and service intervals as when BellSouth provisions such network elements for use by itself, its affiliates or its retail subscribers (Section IV.E.3).

These provisions are factual in nature. Section IV.D.3's recitation of 5 minutes as a standard cutover time (with BellSouth waiving installation charges if the cutover takes longer

than 15 minutes) necessarily implies that cutovers can be accomplished in this short time period. The requirement that order processing be "mechanized" with "automated interfaces" presumes that such systems can and will be deployed. Moreover, the explicit comparison to special access order processing implies that the level of quality and dependability will be equivalent for loops as it is for special access. As a result, ACSI took BellSouth's commitment to these standards as an implicit representation that it has the capability and the resources to fulfill them. ACSI reasonably relied upon BellSouth's implicit representation at the time it signed the Interconnection Agreement.

It is apparent now that BellSouth either knew or should have known in July 1996 that it would not be able to meet these standards. BellSouth did not have the required processes in place at that time, and still has not developed those processes. It admits that at the time it negotiated the agreement, it knew that "it had not yet fully tested and refined the procedures to be used for ordering and providing [unbundled loops]." Answer ¶ 53. Nevertheless, in its apparent rush to create a paper record for an application for in-region interexchange authority pursuant to Section 271 of the Act, BellSouth apparently was more concerned with reaching an agreement than with fulfilling it. At no time did BellSouth inform ACSI that its commitments would be meaningless, nor did it disavow the implied representations that it could cutover customers within a five minute window and coordinate its processing of unbundled loop orders.

The Section 251(c)(1) obligation to negotiate in good faith requires "honesty in fact" in a carrier's dealings with a potential interconnecting carrier. *Interconnection Order* ¶ 148. This standard, which is based upon the intent of BellSouth, "is not susceptible to a standardized rule" and must be determined on a case-by-case basis. *Id.* ¶ 154. It "at a

minimum" includes instances of outright coercion, but also includes other activities which fail to meet the "honesty in fact" standard. BellSouth's concealment of its inability to meet the standards of the agreement, at the same time that it pledged to provide unbundled loops in accordance with them, constitutes dishonesty in fact and a breach of the duty to negotiate in good faith.

## **VI. RELIEF REQUESTED**

In the Complaint, ACSI specifically requested an award of all monetary damages stemming from BellSouth's breach of the Interconnection Agreement, the Act and the Commission's rules. However, pursuant to Section 1.722(b) of the rules, ACSI reserved its right to file a supplemental complaint specifying the calculation of its damages, after a finding of liability in this phase of the proceeding. Therefore, ACSI requests that the Commission make a finding that BellSouth is liable to ACSI and authorize ACSI to seek an award through a supplemental complaint of damages for lost profits, damage to goodwill, stranded investment, attorneys' fees, other expenses of litigation and all other damages caused by BellSouth's violations of law.

In addition, ACSI respectfully requests that the Commission order BellSouth immediately to take a number of actions required to comply with the provisioning standards of the Interconnection Agreement and the Commission's rules. Specifically, ACSI asks that the Commission order BellSouth to comply with the following:

1. BellSouth will provide Firm Order Confirmations ("FOC") within 4 hours from receipt of a complete Local Service Request ("LSR") from ACSI.
2. BellSouth will install unbundled loops within 72 hours of receipt of a valid LSR from ACSI.

3. BellSouth will convert at least 90 percent of unbundled loop orders within the 5 minute out-of-service time window established in Section IV.D of the Interconnection Agreement.
4. If SPNP is requested to be installed at the same time as the unbundled loop order, BellSouth will install SPNP simultaneously with installation of the unbundled loop.
5. BellSouth will notify ACSI of any service trouble within 20 minutes of its awareness of such trouble. Absent an emergency, BellSouth will provide advance notice to ACSI of any work being done on ACSI's lines.
6. BellSouth will provide monthly statistical reporting to ACSI on a city-by-city basis sufficient to enable ACSI to measure BellSouth's satisfaction of the foregoing performance criteria, both in absolute terms and in relation to the average install times for BellSouth's own end users (comparing unbundled loop installations to basic business line installations).
7. BellSouth will be required to pay liquidated damages in the amount of \$1,000 per access line contained in each delayed order, \$50,000 for each customer lost due to BellSouth's failure to meet the prescribed intervals, and \$75,000 for each month in which BellSouth does not meet 90% of its ACSI's installation intervals at parity with those for its own basic business end users.
8. BellSouth shall immediately provide ACSI with electronic access to all internal BellSouth pre-ordering, ordering, provisioning and maintenance-related operations support systems ("OSS").

In addition, ACSI requests that this docket be held open by the Commission for the period of one year, that BellSouth be required to file periodic reports with the Commission demonstrating its compliance with the conditions listed above, and that the Commission retain jurisdiction to take further action if required.

## CONCLUSION


For the foregoing reasons, the Commission should grant ACSI's Complaint, find BellSouth liable for damages for its actions, permit ACSI to file a supplemental complaint specifying damages, and granting the other relief described above.

Respectfully submitted,

AMERICAN COMMUNICATIONS  
SERVICES, INC.

Riley M. Murphy  
James C. Falvey  
AMERICAN COMMUNICATIONS  
SERVICES, INC.  
131 National Business Parkway  
Suite 100  
Annapolis Junction, MD 20701  
301-617-4200

DATED: May 23, 1997

By:   
Brad E. Mutschelknaus  
Steven A. Augustino  
KELLEY DRYE & WARREN LLP  
1200 Nineteenth Street, N.W.,  
Suite 500  
Washington, D.C. 20036  
202-955-9600

Its Attorneys

# DC01/AUGUS/42306.41

## CERTIFICATE OF SERVICE

I hereby certify that I caused true and correct copies of the foregoing PUBLIC VERSION OF INITIAL BRIEF OF AMERICAN COMMUNICATIONS SERVICES, INC. to be delivered on this 30th day of May 1997, by either hand delivery or overnight courier service to the following parties:

John B. Muleta  
Chief, Enforcement Division  
Common Carrier Bureau  
Federal Communications Commission  
2025 M Street, N.W., Room 6008  
Washington, D.C. 20554

Kurt A. Schroeder, Chief  
Formal Complaints & Investigations Br.  
Enforcement Division  
Common Carrier Bureau  
Federal Communications Commission  
2025 M Street, N.W., Room 6010  
Washington, D.C. 20554

Gerald Chakerian, Esq.  
Enforcement Division  
Common Carrier Bureau  
Federal Communications Commission  
2025 M Street, N.W., Room 6310-C  
Washington, D.C. 20554

R. Douglas Lackey  
Michael A. Tanner  
BellSouth Telecommunications, Inc.  
675 West Peachtree Street, N.E.  
Suite 4300  
Atlanta, GA 30375

L. Andrew Andrew Tollin  
Michael Deuel Sullivan  
Wilkinson, Barker, Knauer & Quinn  
1735 New York Avenue, N.W., Suite 600  
Washington, D.C. 20006-5289

Debra Sabourin  
Enforcement Division  
Common Carrier Bureau  
Federal Communications Commission  
2025 M Street, N.W., Room 6114  
Washington, D.C. 20554

William B. Barfield  
Jim O. Llewellyn  
BellSouth Telecommunications, Inc.  
1155 Peachtree Street, N.E.  
Suite 1800  
Atlanta, GA 30309-2641

David G. Frolio  
BellSouth Telecommunications, Inc.  
1133 21st Street, N.W.  
Washington, D.C. 20036

  
Elisa Shavers

## **APPENDIX**

1. **Third Declaration of Brenda Renner**
2. **Direct Testimony of William Stipe, III (Ga. PSC Docket No. 7212-U, April 9, 1997)**
3. **Rebuttal Testimony of William Stipe, III (Ga. PSC Docket No. 7212-U, April 30, 1997)**
4. **ACSI-BellSouth Interconnection Agreement (Excerpts)**
5. **Joint Statement of Stipulated and Disputed Facts and Legal Issues**
6. **BellSouth Responses and Objections to ACSI's First Set of Interrogatories**
7. **Exhibit withheld from public inspection due to claim of confidentiality**
8. **Letter from Paul J. Kingman, ACSI to Pinky Reichert, BellSouth, dated July 9, 1996 (*Kingman letter*). BellSouth Doc. No. 02471 et seq.**
9. **Exhibit withheld from public inspection due to claim of confidentiality**
10. **Exhibit withheld from public inspection due to claim of confidentiality**
11. **Exhibit withheld from public inspection due to claim of confidentiality**
12. **Exhibit withheld from public inspection due to claim of confidentiality**
13. **Exhibit withheld from public inspection due to claim of confidentiality**
14. **Exhibit withheld from public inspection due to claim of confidentiality**
15. **Exhibit withheld from public inspection due to claim of confidentiality**
16. **Direct Testimony of Nancy L. Murrah (Ga. PSC Docket No. 7212-U, April 9, 1997)**

**EXHIBIT 1**



Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of	)	
	)	
AMERICAN COMMUNICATIONS SERVICES, INC.)	)	
Complainant	)	
	)	File No. E-97-09
v.	)	
	)	
BELLSOUTH TELECOMMUNICATIONS, INC.	)	
Defendant	)	

**THIRD DECLARATION  
OF BRENDA RENNER**

I, Brenda Renner, declare under penalty of perjury that the following is true and correct:

1. I currently am employed by American Communications Services, Inc. ("ACSI") as Vice President of Network and Service Administration. I am making this Declaration in support of ACSI's Brief in the matter of American Communications Services, Inc. v. BellSouth Telecommunications, Inc., FCC File No. E-97-09. The purpose of this declaration is to summarize the facts (1) preceding ACSI's submission of unbundled loop orders to BellSouth Telecommunications, Inc. ("BellSouth"), and (2) the problems encountered in response to ACSI's orders submitted in Columbus, Georgia.

### Implementation of the Interconnection Agreement

2. ACSI and BellSouth entered into an Interconnection Agreement ("Interconnection Agreement") on July 25, 1996. Immediately upon completing the Agreement, my staff and I promptly began discussions with BellSouth to coordinate operations based upon the Agreement. It was our goal to begin providing switched local exchange services in the BellSouth region as quickly as possible and we regularly communicated with BellSouth to prepare for the submission of live orders for unbundled network elements and to work out other necessary details for the parties to operate under the Agreement.

3. Beginning in mid-July, my staff and I had ongoing discussions with each of the contact persons previously designated by BellSouth for implementation of the Interconnection Agreement. These discussions addressed all of the issues necessary for ACSI to interconnect with BellSouth and begin ordering unbundled loops. In our discussions, we worked with Vic Atherton regarding network trunking issues, Gloria Calhoun regarding loop provisioning and RCF processing, Stephanie Reardon regarding settlement and billing processes, Sid Conn and Val Sapp regarding 911 coordination issues, operator service issues, and directory assistance, and Stephanie Cowart, Jane Rauleson, and Jim Linthicum regarding call processing, traffic exchange and billing processes. In addition, a consultant employed on ACSI's behalf had several conference calls and meetings with Sid Conn, Val Sapp and other BellSouth individuals throughout July and August 1996 to coordinate ancillary service processes, including directory assistance, operator services, and 911.

4. My staff or I had literally dozens of separate calls, meetings or exchanges of information with these and other designated BellSouth representatives. Although it is impossible to recall every communication that occurred, the following were among the principal calls and meetings we discussed in that time frame:

6/7/96	Conference call with Vic Atherton regarding network interconnection trunking.
6/11/96	Conference call with Stephanie Reardon regarding alternate bill and third party processes.
6/21/96	Conference call with Gloria Calhoun regarding unbundled loops and RCF processing.
7/8/96	Conference call with Stephanie Reardon regarding Settlement and Billing processes.
8/13-14/96	Two day meeting at ACSI regarding BellSouth Call Flow Overview. Representatives from BellSouth included Stephanie Cowart, Jane Rauleson, Jim Linthicum. Discussions concerned call processing, traffic exchange and billing processes.
8/22/96	Conference call with Gloria Calhoun to discuss LCSC processes specific to INP and unbundled loop orders.
9/12/96	Conference call with Sid Conn regarding BellSouth LIDB process overview.

5. ACSI's initial rollout of switched local exchange services in the BellSouth region was scheduled to occur in Columbus, Georgia. Switched services in Montgomery, Alabama and Louisville, Kentucky were planned for shortly thereafter. On a number of occasions, we notified BellSouth personnel of this planned implementation schedule. We initially requested that the necessary collocation arrangements in Columbus, Georgia be completed by August 30, 1996, with Montgomery, Alabama to follow by mid-

October 1996 and Louisville, Kentucky in mid-November. We informed BellSouth that ACSI intended to begin submitting unbundled loop orders shortly after the necessary collocation arrangements had been established.

6. BellSouth agreed with this schedule, and began working with ACSI to accomplish the necessary tasks. During discussions with BellSouth in August 1996, the schedule frequently was adjusted backward in small increments as needed.

7. Ultimately, ACSI completed its switch installation in Columbus, Georgia in November 1996. Shortly thereafter, ACSI began offering competitive local exchange services to the public in Columbus. ACSI's experience ordering unbundled loops in Columbus is discussed in the following section of this declaration.

8. ACSI began offering competitive switched local exchange services in Montgomery, Alabama in February 1997 and in Louisville, Kentucky in April 1997.

#### **ACSI's Unbundled Loop Orders**

9. Unlike the other Bell Operating Companies ("BOCs") that ACSI has Interconnection Agreements with, BellSouth neither required or offered to conduct any testing at any time. Moreover, the ACSI/BellSouth Interconnection Agreement is silent on the issue of testing. The testing that was done was done at ACSI's initiative.

10. Prior to submitting its first live orders, ACSI conducted 16 tests for SPNP and unbundled loops. These tests consisted of one unbundled loop order and 15 tests of BellSouth's provisioning of SPNP. All of these tests were processed under BellSouth Purchase Order Number ("PON") I00042CMB. These tests were processed without delay or incident. As a result of these initial tests and BellSouth's course of dealing with ACSI, we believed that BellSouth would be capable of processing small numbers of "live" orders without disruption.

11. In late November 1996, ACSI submitted its first three orders for unbundled loops in Columbus, Georgia. The customers for these orders were Corporate Center (BellSouth PON I00043CMB), Jefferson Pilot (BellSouth PON I00044CMB) and Mutual Life Insurance Company (BellSouth PON I00045CMB). The requested due date for each of these orders was November 27, 1996. See ACSI 0012-19 (Corporate Center); ACSI 0098-102, 0117-18 (Jefferson Pilot); ACSI 0027-35 (Mutual Life). Attachment A to my declaration is a chart summarizing key dates and occurrences regarding these orders.

12. At no time prior to accepting these orders did BellSouth contact us to request testing. Also, at no time did BellSouth attempt to negotiate a completion date other than November 27, 1996 for these orders. If it had, ACSI would have been willing to coordinate installation on another date. As a result, ACSI expected BellSouth to coordinate a cutover on November 27, 1996, as we requested.

13. BellSouth did not successfully complete the installations on November 27, 1996 as requested by ACSI. As is summarized in Attachment A, Corporate Center had its service disconnected for over 24 hours while BellSouth attempted installation. Jefferson Pilot had its service disconnected for approximately 4-5 hours, and after the unbundled loop was installed, it was discovered that BellSouth failed to implement SPNP along with the order. As a result, Jefferson Pilot could not receive incoming calls placed to its old telephone number. Similarly, Mutual Life Insurance Company had its service disconnected for approximately 6-7 hours, and after the unbundled loop was installed, it was discovered that BellSouth had not implemented SPNP for this order either.

14. ACSI also experienced significant delays and disruptions on additional orders requesting installation on December 4 and 5, 1996. The affected customers on these orders were Joseph Wiley, Jr., Cullen & Associates, and Carrie G. Chandler. *See* ACSI 0044-49 (Joseph Wiley); ACSI 0121-22 (Cullen & Associates); ACSI 0186-91 (Carrie Chandler). The service disruptions experienced by each customer are summarized in Attachment A.

15. On or about December 4, 1996, ACSI escalated these issues to BellSouth senior management. *See* ACSI 0210-16. Because Columbus, Georgia is a relatively small, close-knit community, these service failures threatened ACSI's business

reputation as a high-quality local telecommunications service provider. ACSI could not afford to risk that its new customers would endure lengthy service disruptions in the cutover process and would not be able to obtain SPNP as requested, for any such failures would reflect negatively on ACSI (even if they were BellSouth's fault) and threatened ACSI's ability to attract and retain customers. Therefore, we believed we had no choice but to suspend the submission of new orders temporarily and to place pending orders on hold until BellSouth's provisioning problems could be rectified.

16. The provisioning problems ACSI encountered were exacerbated by ambiguities in BellSouth's own operating procedures. BellSouth never clearly defined what ordering procedures it would require, and frequently changes both the forms it would require and other procedures without giving any notice to ACSI. Moreover, BellSouth initially did not have automated procedures for all ordering functions, and frequently required several different forms to accomplish a single customer cutover. As a result, ACSI had to submit as many as five separate forms, by facsimile, to accomplish a loop cutover. Such procedures made it very difficult for ACSI to submit flawless orders.

Signed: \_\_\_\_\_

  
Brenda Renner

Dated: \_\_\_\_\_

5/23/97

## **ATTACHMENT A**



# GEORGIA UNBUNDLED LOOP COMPLAINT Loop Cutover Detail

Customer Name	PON	Initial LDD Requested	ASR Request Submitted	FOC Date and Time from Bertha	Originally Requested Loop Cutover Date and Time	Originally Requested SPNP Date and Time	Date and Time of Cutover	Date and Time of SPNP Cutover	Duration Out of Service
ACSI	100042CJAB	11/14/06	11/13/06	11/22/06 3:00 p.m.	11/14/06 3:00 p.m.	11/14/06 3:00 p.m.	11/22/06 3:00 p.m.	11/22/06 3:00 p.m.	Less than 1 hour
Corporate Center	100043CJAB	10/25/06	11/23/06	11/27/06 9:00 a.m.	11/27/06 9:00 a.m.	11/27/06 9:00 a.m.	11/27/06 9:00 a.m.	11/27/06 9:00 a.m.	24 hours so attempted but unsuccessful cutover on 11/24/06
Jackson PMA	100044CJAB	11/19/06	11/20/06	11/27/06 2:00 p.m.	11/27/06 2:00 p.m.	11/27/06 2:00 p.m.	11/27/06 2:00 p.m. to 6:00 p.m.	11/27/06 2:00 p.m. to 6:00 p.m.	Less than 1 hour 1/7/07 4 - 5 hours
Madison Life	100045CJAB	11/18/06	11/25/06	11/27/06 11:00 a.m.	11/27/06 11:00 a.m.	11/27/06 11:00 a.m.	11/27/06 11:00 a.m. to 5:30 p.m.	11/27/06 11:00 a.m. to 5:30 p.m.	6 - 7 hours
Joseph Valley, Jr. Eng.	100047CJAB 100048CJAB	11/18/06	12/2/06	12/4/06 2:00 p.m.	12/4/06 2:00 p.m.	12/4/06 2:00 p.m.	1/3/07 2:00 p.m.	1/3/07 2:00 p.m.	Multiple disruptions on initial cutover on 12/4/06 and 12/5/06
Cuba & Associates	100049CJAB	11/16/06	12/2/06	12/4/06 11:00 a.m.	12/4/06 11:00 a.m.	12/4/06 11:00 a.m.	12/23/06 11:00 a.m.	12/23/06 11:00 a.m.	Less than 1 hour Multiple disruption; initial cutover on 12/4/06.
Cardo G. Chamber	100050CJAB	11/16/06	12/2/06	12/5/06 9:00 a.m.	12/5/06 9:00 a.m.	12/5/06 9:00 a.m.	1/7/07 9:00 a.m.	1/7/07 9:00 a.m.	Less than 1 hour Multiple disruption; initial cutover on 12/5/06.

\* ACSI's order was composed of one unbundled loop test and three number portability tests